

**CONTRACT BETWEEN _____
AND THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**

1. **Parties.** The parties to this Contract are _____ [Resident], whose address is _____, and the Wyoming Department of Environmental Quality (WDEQ), whose address is Herschler Building, Cheyenne, Wyoming 82002, acting on behalf of the State of Wyoming (State).
2. **Purpose of Contract.** To provide a cistern system to the Resident.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from _____ through _____.
4. **Payment.** The cistern water system will be provided to the Resident at no cost.
5. **Responsibilities of WDEQ.** The WDEQ will administer the contracts necessary for the design and installation of a cistern.
6. **Responsibilities of Resident.**
 - A. The Resident shall provide access to the State, through the WDEQ or Wyoming Oil and Gas Conservation Commission, to existing domestic and agricultural wells for water quality testing to assist in the ongoing investigations and monitoring in area. The State will provide reasonable notice of a testing event and arrange a mutually acceptable schedule for the water quality testing.
 - B. The Resident will be responsible for operation (pumping) costs, maintenance (cleaning and disinfecting cistern, etc.), replacement of pumps and motors, and replacing the entire cistern system in the future. There will be a warranty period of one-year from the date of completion of installation on the cistern systems. After that, replacement costs will be the responsibility of the Resident.
 - C. After the cistern is installed, the Resident is responsible for the delivery of the water to the cistern and the quality of water delivered from the cistern to the residence or any other point of use.
7. **General Provisions.**
 - A. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

- B. **Compliance with Laws.** The Resident shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- C. **Entirety of Contract.** This Contract, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Sovereign Immunity .** The State of Wyoming and WDEQ do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and all other applicable law.
- E. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- F. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

[Name and Title]

Date

RESIDENT

[Name]

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

[Name and Title]

Date